



Comcast Cable
676 Island Pond Road
Manchester, NH 03109
603.695.1400 Tel
603.628.3303 Fax
www.comcast.com

April 18, 2006

VIA OVERNIGHT MAIL

Mr. Brian Merrick
Municipal Liaison
Massachusetts Cable Television Division
One South Station
Boston, MA 02110

Re: Chelmsford Renewal Cable Television License

Dear Mr. Merrick:

Enclosed please find a copy of the Renewal Cable Television License between the Town of Chelmsford, Massachusetts and Comcast of Southern New England, Inc. dated April 10, 2006. The term is for ten (10) years, and commenced on April 1, 2006 and will expire at midnight on March 31, 2016.

If you have any questions, please feel free to contact me at 603.695.1492.

Sincerely,

Denise M. Mason
Franchising Coordinator

/dmm

Enc.

cc: Board of Selectmen - c/o Chelmsford Town Hall (*cover letter only, Town holds 2 originals*)
Peter Epstein, Esq. – Epstein & August, LLP
Nick Leuci – Comcast Regional Director of Franchising & Community Relations (*3rd original*)
John Fouhy – Comcast Director of Gov't and Community Relations (*4th original*)
Bob Carr – Comcast Manager of Government and Community Relations
Comcast Accounting Department
Comcast Divisional Franchising Department

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST OF SOUTHERN NEW ENGLAND, INC.

THE BOARD OF SELECTMEN

**TOWN OF CHELMSFORD,
MASSACHUSETTS**

APRIL 10, 2006

TABLE OF CONTENTS

INTRODUCTION.....	5
ARTICLE 1 DEFINITIONS.....	6
Section 1.1--DEFINITIONS.....	6
ARTICLE 2 GRANT OF RENEWAL LICENSE	11
Section 2.1 - GRANT OF RENEWAL LICENSE.....	11
Section 2.2 - TERM OF RENEWAL LICENSE	11
Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE.....	11
Section 2.4 - POLICE AND REGULATORY POWERS.....	12
Section 2.5 - REMOVAL OR ABANDONMENT	12
Section 2.6 - TRANSFER OF THE RENEWAL LICENSE	13
Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION	13
ARTICLE 3 CABLE SYSTEM DESIGN	15
Section 3.1 - SUBSCRIBER NETWORK.....	15
Section 3.2 - INSTITUTIONAL NETWORK	15
Section 3.3 - PARENTAL CONTROL CAPABILITY.....	16
Section 3.4 - EMERGENCY ALERT OVERRIDE CAPACITY.....	16
Section 3.5 - SYSTEM TECHNICAL SPECIFICATIONS	17
ARTICLE 4 CABLE SYSTEM LOCATION 7 OPERATIONAL STANDEDARS.....	18
Section 4.1 - AREA TO BE SERVED	18
Section 4.2 - LOCATION OF THE CABLE TELEVISION SYSTEM	18
Section 4.3 - UNDERGROUND FACILITIES.....	18
Section 4.4 - TREE TRIMMING	19
Section 4.5 - RESTORATION TO PRIOR CONDITION	19
Section 4.6 - TEMPORARY RELOCATION	19
Section 4.7 - DISCONNECTION AND RELOCATION.....	19
Section 4.8 - SAFETY STANDARDS	19
Section 4.9 - PEDESTALS.....	20
Section 4.10 - PRIVATE PROPERTY	20
Section 4.11 - RIGHT TO INSPECTION OF SYSTEM.....	20
Section 4.12 - CABLE SYSTEM MAPS.....	20
Section 4.13 - INTERCONNECTION.....	21
Section 4.14 - SERVICE INTERRUPTION	21
Section 4.15 - COMMERCIAL ESTABLISHMENTS	22
Section 4.16 - DIG SAFE.....	22
ARTICLE 5 SERVICES & PROGRAMMING	23
Section 5.1 - BASIC SERVICE	23
Section 5.2 - PROGRAMMING.....	23
Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE.....	23
Section 5.4 - VCR/DVD/CABLE COMPATIBILITY	23
Section 5.5 - CONTINUITY OF SERVICE	24
Section 5.6 - FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS	24
Section 5.7 - FREE DROPS AND MONTHLY SERVICE TO SCHOOLS	25
ARTICLE 6 PEG ACCESS FACILITIES AND SUPPORT	26
Section 6.1 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS.....	26
Section 6.2 - ACCESS CORPORATION	26
Section 6.3 - PEG ACCESS CHANNELS.....	26
Section 6.4 - ANNUAL FUNDING FOR PEG ACCESS.....	27
Section 6.5 - EQUIPMENT/FACILITIES PAYMENTS	28
Section 6.6 - PEG ACCESS CHANNELS MAINTENANCE	29
Section 6.7 - PEG ACCESS CABLECASTING	29

3

Section 13.1 - GENERAL	50
Section 13.2 - FINANCIAL REPORTS	50
Section 13.3 - CABLE SYSTEM INFORMATION	50
Section 13.4 - IN-HOUSE TELEPHONE REPORTS.....	50
Section 13.5 - SUBSCRIBER COMPLAINT REPORT	51
Section 13.6 - INDIVIDUAL COMPLAINT REPORTS.....	51
Section 13.7 - SEMI-ANNUAL PERFORMANCE TESTS	51
Section 13.8 - QUALITY OF SERVICE	51
Section 13.9 - DUAL FILINGS	52
Section 13.10 - ADDITIONAL INFORMATION	52
Section 13.11 - INVESTIGATION	52
ARTICLE 14 EMPLOYMENT	53
Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY	53
Section 14.2 - NON-DISCRIMINATION	53
ARTICLE 15 MISCELLANEOUS PROVISIONS	54
Section 15.1 - ENTIRE AGREEMENT	54
Section 15.2 - CAPTIONS.....	54
Section 15.3 - SEPARABILITY.....	54
Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES	54
Section 15.5 - RENEWAL LICENSE EXHIBITS	54
Section 15.6 - WARRANTIES	54
Section 15.7 - FORCE MAJEURE	55
Section 15.8 - REMOVAL OF ANTENNAS.....	55
Section 15.9 - SUBSCRIBER TELEVISION SETS	55
Section 15.10 - APPLICABILITY OF RENEWAL LICENSE	56
Section 15.11 - NOTICES.....	56
Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY.....	56
Section 15.13 - TOWN'S RIGHT OF INTERVENTION	56
Section 15.14 - TERM.....	57
EXHIBIT 1 INSTITUTIONAL NETWORK BUILDINGS	58
EXHIBIT 2 FCC TECHNICAL SPECIFICATIONS	59
EXHIBIT 3 EMERGENCY ALERT OVERRIDE SPECIFICATIONS	62
EXHIBIT 4 PROGRAMMING & SIGNAL CARRIAGE	70
EXHIBIT 5 FREE DROPS & SERVICE TO PUBLIC NON-SCHOOL BUILDINGS	71
EXHIBIT 6 FREE DROPS, OUTLETS & SERVICE TO SCHOOLS.....	72
EXHIBIT 7 GROSS ANNUAL REVENUES REPORTING FORM.....	73
EXHIBIT 8 ORIGATION SITES	74
EXHIBIT 9 BILLING & TERMINATION OF SERVICE 207 CMR 10.00.....	75
EXHIBIT 10 FCC CUSTOMER SERVICE OBLIGATIONS	78
EXHIBIT 11 CABLE DIVISION FORM 500.....	80
SIGNATURE PAGE	83

INTRODUCTION

AGREEMENT

This Cable Television Renewal License entered into this 10th day of April, 2006, by and between the Board of Selectmen of the Town of Chelmsford, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast of Southern New England, Inc. ("Comcast").

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Chelmsford, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Chelmsford; and

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act, held on October 4, 2004, in order to (1) ascertain the future cable related community needs and interests of Chelmsford, and (2) review the performance of Comcast and its predecessors during its then-current license term; and

WHEREAS, Comcast submitted a proposal and Massachusetts Cable Division Form 100 to the Town of Chelmsford, dated June 7, 2002, for a renewal license to operate and maintain a Cable Television System in the Town of Chelmsford; and

WHEREAS, the Issuing Authority submitted a Request-for-Proposal ("RFP") to Comcast dated January 12, 2005; and

WHEREAS, Comcast responded to the RFP with a renewal proposal dated February 25, 2005; and

WHEREAS, the Issuing Authority and Comcast did engage in good faith negotiations and did agree on terms and provisions for Comcast's continued operations and maintenance of its Cable Television System in the Town of Chelmsford.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

- (1) Access - The right or ability of any Chelmsford resident and/or any Persons affiliated with a Chelmsford institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) Access Channel - A video channel which the Licensee shall make available, without charge, for the purpose of transmitting non-commercial Programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) Access Corporation - The entity designated by the Issuing Authority of the Town of Chelmsford, from time to time, for the purpose of operating and managing the use of public, educational and governmental access funding, equipment and channels on the Cable Television System, or any other or successor entity.
- (4) Affiliate or Affiliated Person - When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.
- (5) Basic Cable Service or Basic Service - Any service tier which includes the retransmission of local television broadcast signals.
- (6) CMR - The Code of Massachusetts Regulations.
- (7) Cable Communications Act (the "Cable Act") - Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996) and as may be further amended.
- (8) Cable Division - The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.
- (9) Cable Service - The one-way transmission to Subscribers of Video Programming or other Programming Services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to Subscribers in the Town of Chelmsford.
- (10) Cable Television System or Cable System - The facility, consisting of a set of closed

transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes Video Programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(11) Commercial Subscriber - A commercial, non-residential Subscriber to Cable Service.

(12) Complaint - Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(13) Converter - Any device changing the frequency of a Signal. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW") - The Department of Public Works of the Town of Chelmsford, Massachusetts.

(15) Downstream Channel - A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(16) Drop or Cable Drop - The coaxial or fiber cable that connects an Outlet to the Cable System.

(17) Educational Access Channel - A specific channel(s) on the Cable System made available by the Licensee to Chelmsford educational institutions and/or educators wishing to present non-commercial educational Programming and information to the public.

(18) Effective Date of Renewal License (the Effective Date) - April 1, 2006.

(19) Execution Date of Renewal License (the "Execution Date") - April 10, 2006.

(20) FCC - The Federal Communications Commission, or any successor agency.

(21) Feeder Line - A branch off one of the Town-wide distribution cable trunks, which feeds a small area or neighborhood.

(22) Government Access Channel - A specific channel(s) on the Cable System made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial Programming and/or information to the public.

(23) Gross Annual Revenues - Revenues derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System for the provision of Cable Service(s) including, without limitation: the distribution of any Service over the Cable

System; Basic Service monthly fees; all other Service fees; all digital Cable Service revenues; any and all Cable Service fees and/or cable service charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; interest collected and earned on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber's Cable Service revenues; fees paid for channels designated for commercial use; Converter, remote control and other equipment rentals, and/or leases or and/or sales; all home-shopping service(s) revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(24) Headend - The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(25) Hub or Hub Site - A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching, or (ii) placement of a fiber Node or transportation super trunk.

(26) Institutional Network (I-Net) - The separate existing fiber-optic/coaxial hybrid system, consisting of Upstream and Downstream channels, said channels for the use of the Issuing Authority and/or its departments and designees.

(27) Issuing Authority - The Board of Selectmen of the Town of Chelmsford, Massachusetts.

(28) Leased Channel or Leased Access - A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(29) License Fee or Franchise Fee - The payments to be made by the Licensee to the Town of Chelmsford and/or the designated Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(30) Licensee - Comcast of Southern New England, Inc., or any successor or transferee in accordance with the terms and conditions in the Renewal License.

(31) Origination Capability or Origination Point - An activated connection to an I-Net Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(32) Outlet - An interior or exterior receptacle mounted in a wall that connects a

Subscriber's or User's television set or Subscriber-owned or User-owned equipment to the Cable System. An Outlet can contain connections to either the Subscriber Network and/or the I-Net for Users.

- (33) Pay Cable or Premium Services - Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (34) Pay-Per-View - Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (35) Pedestal - An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.
- (36) PEG - The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) PEG Access Channels - Any channel(s) made available by the Licensee for the presentation of PEG Access Programming.
- (38) Person - Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.
- (39) Prime Rate - The prime rate of interest at Bank of America.
- (40) Public Access Channel - A specific channel(s) on the Cable System made available by the Licensee for the use of Chelmsford residents and/or organizations wishing to present non-commercial Programming and/or information to the public.
- (41) Public Way or Street - The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (42) Renewal License - The non-exclusive Cable Television License granted to the Licensee by this instrument.
- (43) Scrambling/encoding - The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other authorized and otherwise lawful decoding device.
- (44) Service - Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.
- (45) Signal - Any transmission of electromagnetic or optical energy, which carries Programming from one location to another.
- (46) State - The Commonwealth of Massachusetts.
- (47) Subscriber - Any Person, firm, corporation or other entity, located in Chelmsford,

who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Chelmsford Cable Television System.

(48) Subscriber Network - The minimum 750 MHz network , with a minimum of seventy-eight (78) channels, to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

(49) Town - The Town of Chelmsford, Massachusetts.

(50) Town Counsel - The Town Counsel of the Town of Chelmsford, Massachusetts.

(51) Trunk, Feeder Line and Distribution System - That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

(52) Upstream Channel - A channel over which Signals travel from an authorized location to the Cable System Headend and/or the I-Net Hub Site.

(53) User - A Person utilizing the Cable Television System or the I-Net, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(54) VCR - The acronym for videocassette recorder.

(55) Video Programming or Programming - Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2 GRANT OF RENEWAL LICENSE

Section 2.1 - GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Chelmsford, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Chelmsford.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all lawful Town, State and federal statutes and by-laws of general application, as all may be lawfully amended from time to time.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Chelmsford within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Chelmsford. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or unreasonably interfere with the lives of Persons, with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and with all lawful, applicable state and local laws and regulations.

Section 2.2 - TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on April 1, 2006 and shall expire at midnight on March 31, 2016, unless sooner terminated as provided herein or surrendered.

Section 2.3 - NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a

Cable Television System within the Town of Chelmsford; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider, discuss and negotiate in good faith equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4 - POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all State and Town laws, by-laws, rules, and regulations governing construction within a Public Way and any by-laws enacted by the Town. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of law of appropriate jurisdiction.

Section 2.5 - REMOVAL OR ABANDONMENT

(a) Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has had its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to Section 2.6 infra,, the Licensee shall remove all of its supporting structures, poles, Trunk, Feeder Line and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination,

the Issuing Authority may deem any property not removed as having been abandoned.

(b) The parties hereto shall be subject to applicable State and federal law regarding the removal and abandonment of the Cable System including, but not limited to, MGL Chapter 166A(5)(f)

Section 2.6 - TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither the Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only after a public hearing upon a written application therefor on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to 207 CMR 4.04, as may be amended and applicable federal law, in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal License.

(d) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(e) Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120-day period is extended by mutual consent of the parties.

(f) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7 - EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without the Licensee complying with Section

2.6 above shall be null and void, and shall be deemed a material breach of the Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3 CABLE SYSTEM DESIGN

Section 3.1 - SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate, maintain and make available to all residents of the Town a minimum 750 MHz Subscriber Network subject to Section 4.1 infra. Said Cable System shall be fully capable of carrying at least seventy-eight (78) Downstream Channels.

(b) The Licensee shall transmit all of its Signals to Chelmsford Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

Section 3.2 - INSTITUTIONAL NETWORK

(a) For the entire term of this Renewal License, the Licensee shall continue to operate and maintain, at its sole cost and expense, except for the cost of maintenance of the I-Net, if any, in accordance with applicable law, a separate fiber optic/coaxial cable hybrid Institutional Network ("I-Net"), capable of transmitting video, voice and data to and among the locations listed in **Exhibit 1**, attached hereto, at the FCC maintenance standards as of January 1, 2005 as further delineated in (i) below.

(b) Said I-Net shall continue to span approximately 19.8 construction miles and connect the twenty (20) Town buildings and other institutions ("I-Net Buildings") specified in **Exhibit 1**, attached hereto.

(c) The Licensee shall continue to provide, at its sole cost and expense except for the cost of maintenance of the I-Net, if any, in accordance with applicable law, the I-Net related modulation and processing equipment, to be located at the Parker School, as specified in more detail in Exhibit 9, attached hereto. The Issuing Authority shall continue to be responsible for providing I-Net related modulation and processing equipment at all other municipal locations identified in **Exhibit 1**.

(d) The I-Net shall continue to be capable of transmitting between the I-Net Buildings, among other things, (1) electronic mail, (2) interactive teaching, (3) energy management monitoring, (4) security monitoring of municipal buildings, (5) fire detection and (6) municipal training. Designated Users shall be able to transmit to other institutions utilizing end-user equipment, provided, maintained, repaired or replaced by the Issuing Authority or its designee(s).

(e) The Licensee shall provide, at its sole cost and expense, subject to pass-through of costs, if any, to subscribers in accordance with applicable law, one (1) activated I-Net Outlet and Origination Capability to each of the institutions listed in **Exhibit 1** of this Renewal License.

(f) The Licensee shall continue to have the sole responsibility for maintaining the I-Net and the Licensee's I-Net related equipment for the term of this Renewal License, including all necessary inspections and performance tests.

(g) The Licensee shall continue to provide, at its sole cost and expense, a manual

video switch, capable of ten (10) inputs and ten (10) outputs, to be located at the Parker School and operated by the Issuing Authority and/or its designee, to ensure that video Signals can be switched among and between I-Net channels.

(h) The Licensee shall continue to be responsible for switching all Signals between the Subscriber Network and the I-Net, including the three (3) PEG Access Channels.

(i) The I-Net shall continue to be operated in compliance with FCC specifications found in **Exhibit 2**, attached hereto. In the event that there are technical problems with the I-Net, the Licensee shall resolve the technical problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall initiate such tests within thirty (30) days of any such request and submit the results to the Issuing Authority promptly.

(j) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing the Access Corporation from using one (1) or more of the I-Net channels described herein for upstream video origination purposes.

(k) The I-Net shall not be directly interconnected with any other video provider(s) in the Town.

Section 3.3 - PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, pursuant to applicable law. Where Converters are utilized, there shall be no separate charge, other than the price normally charged by the Licensee for the Converter itself, for such parental control capability. The Licensee shall advise potential Subscribers of the availability of such parental control.

Section 3.4 - EMERGENCY ALERT OVERRIDE CAPACITY

(a) The Subscriber Network, described in Section 3.1 herein, shall continue to provide the existing activated emergency audio alert override of all Downstream Channels, to be controlled remotely by the Issuing Authority, and provided by the Licensee at its sole cost and expense. Said audio override shall conform to the specifications provided by the Licensee and attached hereto as **Exhibit 3**.

(b) The Issuing Authority shall permit only appropriately trained and authorized Persons to access and activate the emergency alert equipment and shall take reasonable precautions to prevent any use of the Cable System in any manner that results in the inappropriate use thereof, or any loss or damage to the Cable System. The Licensee shall not be liable for any inappropriate use of the emergency alert override capacity.

(c) In the event that applicable State and/or federal law makes it unlawful for the Licensee to provide said local emergency audio alert override as required herein, the Licensee shall no longer be required to do so; provided, however, that the Licensee shall notify the Issuing Authority in writing of said State and/or federal law(s).

(d) The Subscriber Network shall also comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.5 - SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 2** attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CABLE SYSTEM LOCATION & OPERATIONAL STANDARDS

Section 4.1 - AREA TO BE SERVED

(a) The area to be served is the entire Town, except for commercial property that may be rezoned for residential use.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred twenty-five feet (125') from the existing aerial Trunk and Distribution System and additions thereto under construction. If a residence is located more than 125' from the Trunk and Distribution System, there shall be an additional charge based on (i) a per foot basis prorated to the standard aerial installation charge and (ii) the actual cost, plus reasonable rate of return, to the Licensee for any additional poles or amplifiers necessary to complete installation. Any underground installation shall be provided at the Licensee's actual cost, plus reasonable rate of return, and the work thereon shall be performed only after the Licensee has provided the affected party with a cost estimate of any such costs and has obtained the party's acceptance thereof.

Section 4.2 - LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall continue to install, operate and maintain the Cable Television System within the Town of Chelmsford. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local by-laws and regulations.

Section 4.3 - UNDERGROUND FACILITIES

(a) In the areas of the Town in which telephone lines and electric utility lines are currently, or in the future specified to be, underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at no charge to the Town or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement sub-grade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles. Costs shall be allocated pursuant to applicable law(s) and regulation(s).

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent of applicable law.

Section 4.4 - TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the streets, alleys, Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5 - RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6 - TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of Service.

Section 4.7 - DISCONNECTION AND RELOCATION

The Licensee shall, at no charge or cost to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8 - SAFETY STANDARDS

The Licensee shall continue to operate, maintain and remove the Cable Television

System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, as the same exist or may be amended hereafter.

Section 4.9 - PEDESTALS

Pedestals housing active and/or passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. Such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Way(s) expeditiously.

Section 4.10 - PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, to its previous condition, real and personal, shown to have been damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at no cost(s) to the private property owners and/or the Town.

Section 4.11 - RIGHT TO INSPECTION OF SYSTEM

The Issuing Authority or its designee(s) shall have the right to inspect the Cable System as it shall reasonably deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law;; provided, however, that such inspections are reasonable and do not unreasonably interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee may have a representative present during such inspections and shall fully cooperate in these activities.

Section 4.12 - CABLE SYSTEM MAPS

(a) Upon written request by the Issuing Authority, but not more than once annually, the Licensee shall file with the Issuing Authority or its designee strand maps of all existing and newly constructed Cable System plant. If changes are made in the Cable System, upon written request, the Licensee shall file updated strand maps annually, not later than

fifteen (15) days after each anniversary of the Execution Date of this Renewal License.

(b) Upon request, the Licensee shall make "as-built" maps available to the Issuing Authority and/or its designee(s) for inspection at a mutually-convenient location.

Section 4.13 - INTERCONNECTION

(a) The Licensee shall interconnect the Public Access Channel of the Cable System with the Public Access Channel of any Cable Systems served by the same Headend upon written request from the issuing authorities of all involved communities, subject to the following:

(i) The costs to complete such interconnection will be borne by the communities involved. An estimate of the work and cost required shall be provided to those involved prior to the work being done. Said costs shall be paid to the Licensee in full before any work will begin. If communities request such interconnection, the Licensee shall provide a written estimate of the cost(s) of such interconnection within forty-five (45) days of such request. If the communities involved agree with the estimate and agree to pay such costs, the Licensee shall construct and complete said interconnection within ninety (90) days of receiving such payment from the communities involved.

(ii) Programming imported from another community via this interconnect shall go directly from the Licensee's Headend to the downstream Public Access Channel so it will not be available live to other video providers; provided, however, that any such Programming that is initially taped by the Access Corporation may be subsequently distributed to the Subscribers of any other video provider operating in the Town.

(iii) Programming imported via this interconnect will not be considered locally produced and as a result will not count toward meeting the substantially programmed criteria for the addition of a fourth PEG Access Channel pursuant to Section 6.3 *infra*.

(b) All maintenance costs associated with any interconnection shall be subject to pass-through to subscribers in those specific communities participating in the interconnect in accordance with the actual costs in each such community and in accordance with applicable law.

Section 4.14 - SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing, upgrading or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.15 - COMMERCIAL ESTABLISHMENTS

The Licensee shall continue to be required to make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.16 - DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5 SERVICES & PROGRAMMING

Section 5.1 - BASIC SERVICE

The Licensee shall continue to provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to applicable statute or regulation.

Section 5.2 - PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 4**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 4**, attached hereto, are at the sole discretion of the Licensee, which Programming may be subject to change from time to time.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Chelmsford Programming line-up at least thirty (30) days before any such change is to take place. The Licensee shall also provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3 - LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 - VCR/DVD/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable System have the capability to simultaneously view and tape any two channels and set VCR/DVD controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which will allow VCR/DVD owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR/DVD, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers in accordance with applicable law.

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any local off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.4(b), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.4(b) above, as is reasonably necessary, in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

Section 5.5 - CONTINUITY OF SERVICE

It shall continue to be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored: provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service in an unlawful manner. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6 - FREE DROPS & MONTHLY SERVICE TO PUBLIC NON-SCHOOL BUILDINGS

(a) Except as otherwise required by applicable law, the Licensee shall continue to install, provide and maintain, at no cost to the Issuing Authority, the Town, the Access Corporation and/or any designated **public** institution, a Subscriber Cable Drop and/or Outlet and its monthly Basic Service (See **Exhibit 4**), to all police and fire stations, public libraries and other public buildings included in **Exhibit 5**, attached hereto and made a part hereof, and any other public buildings along its cable route(s) as designated in writing by the Issuing Authority now or in the future. The Licensee shall coordinate the location of each Drop and/or Outlet with each of the aforementioned public buildings newly receiving the monthly Basic Service. There shall be no costs or charges to the Issuing Authority, the Town and/or any designated public building(s) for the installation and provision of monthly Basic Service and related maintenance. The Licensee shall supply one (1) non-addressable Converter for each Drop and/or Outlet if required for the reception of the monthly Basic Service, at no charge to the Issuing Authority, Town and or any designated public building.

(b) The Licensee shall install any such Drop and/or Outlet within sixty (60) days of any such written request(s) from the Issuing Authority for aerial installations and one hundred twenty (180) days for underground, weather conditions permitting, at the no charge to the Issuing Authority, the Town and/or any designated public building. The exact locations of said Drops and/or Outlets shall be designated in advance by the Issuing Authority or its designee(s).

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the public buildings entitled to such a Drop and/or Outlet, prior to any such installation.

Section 5.7 - FREE DROPS AND MONTHLY SERVICE TO SCHOOLS

(a) The Licensee shall continue to provide its monthly Basic Service (See **Exhibit 4**), to all public schools listed in **Exhibit 6** attached hereto and made a part hereof. In the event that there are newly constructed public school buildings along its cable route(s), the Licensee shall provide one (1) Drop and Outlet and the monthly Basic Service to such building(s). There shall be no charges to the Issuing Authority, the Town and/or the School Department for the installation, maintenance, and/or repair of the Drop and/or Outlet(s), as required herein, to public school buildings.

(b) The Licensee shall discuss the location of each Drop and Outlet with the proper officials in each of the school buildings entitled to such a Drop and Outlet, prior to any such installation.

ARTICLE 6
PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT

Section 6.1 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Access Corporation, as designated by the Issuing Authority, shall continue to be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2 - ACCESS CORPORATION

The Access Corporation shall provide services to PEG Access Users and the Town, as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.6 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users, in accordance with available funding;
- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Assist Users in the production of Programming of interest to Subscribers and focusing on Town issues, events and activities; and
- (8) Accomplish and perform all such other tasks as appropriate and necessary, as may be authorized by its Board of Directors.

Section 6.3 - PEG ACCESS CHANNELS

(a) Subject to paragraph (c) below, the Licensee shall make available to the Issuing Authority and/or the Access Corporation three (3) full-time Subscriber Network Downstream Channels for PEG Access non-commercial purposes.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the Access Corporation and/or PEG Access Users, and shall be subject to the control and management of the Access Corporation. Charges to Subscribers, if any, shall be subject to applicable law(s) and regulation(s).

(c) In the event that a fourth Channel is necessary for the provision of PEG Access

Programming in Chelmsford, the Issuing Authority shall write to the Licensee, stating that there is a need for a fourth PEG Access Channel in order to provide additional programming for the benefit of Chelmsford Subscribers. In its letter to the Licensee, the Issuing Authority shall state, in good faith, the basis of such need, and provide reasonable documentation thereto. Said letter shall include the following: (1) that such a fourth PEG Access Channel is necessary to accomplish the stated PEG Access Programming goals of the Town and/or the Access Corporation; (2) that such a fourth PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other three (3) PEG Access Channels, but will be used to carry new locally-produced PEG Access Programming; and (3) that the three (3) PEG Access Channels are being substantially programmed, as defined below. The Issuing Authority agrees that such a fourth PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Issuing Authority and/or the Access Corporation may use said fourth PEG Access Channel to carry character-generated messages along with other new PEG Access Programming.

(i) For the purposes of this Section 6.3 (c), "substantially programmed" shall be deemed to have occurred anytime that the PEG Access Channels are programmed eighty percent (80%) of the time, tallied on a cumulative basis on and over all three (3) PEG Access Channels, between the hours of 5:00PM and 10:00 PM during weekdays (Monday through Friday) for three (3) consecutive months with non-duplicative, locally produced, non character-generated programming.

(d) The Access Corporation may utilize Upstream Channels on the I-Net, as described in Section 3.2 herein, in order to transmit PEG Access Programming to Subscribers.

(e) The Licensee shall not move or otherwise relocate said PEG Access Channel locations once established without the advance, written notice to the Issuing Authority and the Access Corporation.

Section 6.4 - ANNUAL FUNDING FOR PEG ACCESS

(a) The Licensee shall continue to provide funding to the Access Corporation, for PEG Access purposes, equal to four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues. Said semi-annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access Programming and operations. Said 4.25% funding shall be paid to the Access Corporation on a quarterly basis.

(b) In Year One of this Renewal License, the first quarterly payment to the Access Corporation shall be based on the period from April 1, 2006 through June 30, 2006 and shall constitute four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues. Said first quarterly payment shall then be due and payable to the Access Corporation no later than sixty (60) days after the end of said quarterly period, or no later than August 31, 2006. The second quarterly payment to the Access Corporation shall be based on the period from July 1, 2006 through September 30, 2006 and shall constitute four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues. Said second quarterly payment shall then be due and payable to the Access Corporation no later than sixty (60) days after the end of said quarterly period, or no

later than November 31, 2006. The third quarterly payment to the Access Corporation shall be based on the period from October 1, 2006 through December 31, 2006 and shall constitute four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues. Said third quarterly payment shall then be due and payable to the Access Corporation no later than sixty (60) days after the end of said quarterly period, or no later than February 28, 2007. The fourth quarterly payment to the Access Corporation shall be based on the period from January 1, 2007 through March 31, 2007 and shall constitute four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues. Said fourth quarterly payment shall then be due and payable to the Access Corporation no later than sixty (60) days after the end of said quarterly period, or no later than May 31, 2007. In years thereafter for the term of this Renewal License, the Licensee's four and one-quarter percent (4.25%) payments to the Access Corporation shall continue to be made on the same quarterly basis based on the above-referenced three-month accounting periods and sixty (60) day due dates. The final payment, pursuant to Section 6.4(a) above, shall be based on the three (3) month period from January 1, 2016 through March 31, 2016 and shall constitute four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues. Said final quarterly payment shall then be due and payable to the Access Corporation no later than sixty (60) days after the end of said quarterly period, or no later than May 31, 2016.

(c) The Licensee shall file with each of said four and one-quarter percent (4.25%) quarterly payments a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 7**. If the Licensee's quarterly payments to the Access Corporation were less than four and one-quarter percent (4.25%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Access Corporation no later than its subsequent quarterly payment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

(d) In no case shall said four and one-quarter percent (4.25%) payment(s) include (i) the Telecommunications-Technology funding required by Section 7.3 infra; (ii) the equipment/facilities funding required by Section 6.5 below; and/or (iv) any other fees or payments required by applicable law, pursuant to Section 7.1(c) infra.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Access Corporation an amount equal to four and one-quarter percent (4.25%) of such Person's Gross Annual Revenues.

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.5 - EQUIPMENT/FACILITIES PAYMENTS

(a) The Licensee shall provide a total of Four Hundred Twenty Thousand Dollars (\$420,000.00) to the Access Corporation for PEG Access equipment/facilities purposes as follows:

(1) One Hundred Fifty Thousand Dollars (\$150,00.00) payable to the Access Corporation within sixty (60) days of the Execution Date of this Renewal License; and

(2) Annual payments of Twenty-Seven Thousand Dollars (\$27,000.00) payable to the Access Corporation on each of the following dates:

- (1) July 1, 2006;
- (2) July 1, 2007;
- (3) July 1, 2008;
- (4) July 1, 2009;
- (5) July 1, 2010;
- (6) July 1, 2011;
- (7) July 1, 2012;
- (8) July 1, 2013;
- (9) July 1, 2014; and
- (10) July 1, 2015.

(b) The annual \$27,000.00 payments will be passed-through to Chelmsford Subscribers without the time value of money/interest, as indicated in the annual payments section of the Franchise Related Cost calculation sheet, as calculated in accordance with applicable laws and regulations.

(c) Under no circumstances shall said capital/equipment payments be counted against (1) the Telecommunications-Technology funding pursuant to Section 7.3 *infra*; (2) the annual funding payable to the Access Corporation pursuant to Section 6.4 above; and/or (3) the License Fees payable to the Town pursuant to Section 7.1 *infra*.

(d) In the event that the equipment/facilities payments required herein are not tendered to the Access Corporation on or before the dates fixed herein, interest due on such equipment/facilities payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 6.6 - PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Licensee is not responsible for the production quality of PEG Access Programming productions. The Access Corporation shall be responsible for the picture quality of all PEG Access Programming.

Section 6.7 - PEG ACCESS CABLECASTING

(a) In order that the Town and/or the Access Corporation can cablecast its PEG Access Programming over the Subscriber Network PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Town and/or the Access Corporation, then transmitted from the PEG Access Studio or from any other I-Net location with Origination Capability, as listed in **Exhibit 8** hereto, referred to as "Origination Sites", to

the Cable System Headend or Hub, on an Upstream I-Net Channel made available, without charge, to the Town and/or the Access Corporation for their use.

(b) The Licensee shall provide the Town and/or the Access Corporation with the capability to ensure that said PEG Access Programming is properly switched electronically at the Headend or Hub to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the Hub, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Town and/or the Access Corporation for such electronic switching responsibility. Any manual switching that may be necessary for multiple remote origination cablecasting shall be the responsibility of the Issuing Authority and/or its designee(s). The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary processing equipment in order to switch Upstream Signals from the Access Corporation to the designated Downstream Access Channel. Nothing herein shall require the Licensee to provide, repair, maintain, or replace end user equipment.

(d) The demarcation point delineating responsibility for signal quality between the Issuing Authority or its designee(s) and the Licensee shall be the output of the modulator.

Section 6.8 - CENSORSHIP

The Licensee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

ANNUAL FUNDING TO THE TOWN

Section 7.1 - LICENSE FEE PAYMENTS

(a) The Licensee shall pay to the Town, throughout the term of the Renewal License, an annual License Fee in the amount of fifty cents (\$.50) per Subscriber per year, or such higher amount as may be permitted by applicable law(s). Said License Fee payment shall be made to the Town on March 15th of each year of the Renewal License, unless a different date is required by applicable law.

(b) In the event that applicable law(s) permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual Revenues payments to the Town on a schedule as agreed. The Licensee shall file with the Issuing Authority, with each such License Fee payment, a statement certified by the Licensee's authorized representative documenting, in reasonable detail, the total of all Gross Annual Revenues derived during the previous year. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(23) supra.

(c) The Licensee shall not be liable for total License Fees pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall not include the following: (i) the PEG Access equipment/facilities funding herein (Section 6.5); (ii) any interest due herein to the Town because of late payments; (iii) the costs related to any remedies (Section 11.2); and (iv) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town.

Section 7.2 - OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

(c) The term "license fee" shall have the meaning defined in Sections 622(g)(1) &

(2)(A-E) of the Cable Act.

Section 7.3 - TELECOMMUNICATIONS-TECHNOLOGY FUNDING

(a) The Licensee shall provide annual funding to the Issuing Authority in the amount of one-quarter of one percent (.25%) of its Gross Annual Revenues, as defined in Section 1.1(23) supra, for telecommunications-technology uses in the Town.

(b) Said annual one-quarter of one percent (.25%) payments shall be made to the Issuing Authority on a quarterly basis, effective on the Effective Date of this Renewal License, and payable within sixty (60) days of the end of each such quarter for the entire term of this Renewal License.

(c) With each such quarterly payment, the Licensee shall file, complete and submit the Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 7**.

(d) In no case shall said one-quarter percent (.25%) payment(s) include (i) the PEG Access Operating Funding required by Section 6.4 supra; (ii) the equipment/facilities funding required by Section 6.5 supra; and/or (iii) any other fees or payments required by applicable law, pursuant to Section 7.1(c) infra.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the Issuing Authority an amount equal to one-quarter of one percent (.25%) of such Person's Gross Annual Revenues. The Licensee shall notify any such Person of this one-quarter of one percent (.25%) payment requirement and shall notify the Issuing Authority of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 7.4 - LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Sections 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 hereof, and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.5 - RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority and/or the Access Corporation may have

for additional sums including interest payable under Section 6.4 supra and/or Section 7.1 supra and/or Section 7.3 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority and/or the Access Corporation. which shall be based on the Licensee's fiscal year and shall occur in no event later than three (3) years after the License Fees are tendered with respect to such fiscal year; provided, however, that in the event that the Issuing Authority commences an audit and/or recomputation of any License Fee payment within said three (3) year period, said commencement shall be deemed to be timely for purposes of this Section 7.5(a).

(b) If the Issuing Authority and/or the Access Corporation has reason to believe that any such payment(s) are incorrect, the Licensee shall have twenty-one (21) days to provide the Issuing Authority and/or the Access Corporation with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority and/or the Access Corporation does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority and/or the Access Corporation may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Issuing Authority and/or the Access Corporation, such fee shall be paid within thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit in an amount not to exceed Three Thousand Dollars (\$3,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required PEG Access payment to the Access Corporation, without interest charges of any kind.

Section 7.6 - AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Chelmsford Subscribers.

Section 7.7 - METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to Section 7.1 and Section 7.3 of the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8 RATES & CHARGES

Section 8.1 - RATE REGULATION

In the future, the Town reserves the right to regulate the Licensee's Basic Service rates and charges, and the equipment needed to receive Basic Service, to the extent allowable under State and federal laws.

Section 8.2 - NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law(s), the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such change before any rate can be lawfully effective. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached as **Exhibit 9**.

Section 8.3 - PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4 - CREDIT FOR SERVICE INTERRUPTION

The Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

ARTICLE 9 INSURANCE & BONDS

Section 9.1 - INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, upon written request and/or upon expiration of said certificates, copies of the certificates of insurance for the following policies:

(a) A general comprehensive liability policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for injury or death to two (2) or more persons in any one occurrence.

(b) A property damage insurance policy naming the Town, its officers, boards, commissions, committees, agents and employees as additional named insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and a Five Million Dollar (\$5,000,000.00) umbrella policy for damage to the property of two (2) or more persons in any one occurrence.

(c) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of:

(i) One Million Dollars (\$1,000,000.00) for bodily injury & consequent death per occurrence;

(ii) One Million Dollars (\$1,000,000.00) for bodily injury & consequent death to any one person; and

(iii) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(iv) Worker's Compensation in the minimum amount of the statutory limit.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Execution Date of the Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(iv) The Licensee's failure to obtain to procure or maintain the required insurance

shall constitute a material breach of the Renewal License under which the Town may immediately suspend operations under the Renewal License.

Section 9.2 - PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 - REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4 - INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all reasonable out-of-pocket expenses, such as attorneys' fees up to such time that the Licensee assumes defense of any action hereunder. The Town shall give the Licensee timely written notice of any claim(s) for which indemnification is sought.

affect the right of the Licensee to offer discounts.

Section 10.4 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5 - REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the reasonable cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6 - JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11
DETERMINATION OF BREACH-LIQUIDATED DAMAGES-
LICENSE REVOCATION

Section 11.1 - DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, in accordance with Section 15.11(b) infra, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

(iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

(vi) Invoke any other lawful remedy available to the Town.

Section 11.2 - LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Three Hundred Seventy-Five Dollars (\$375.00) per day, for each day that any such non-compliance continues.

(2) For failure to fully operate and maintain the Institutional Network in accordance with Section 3.2 herein, Three Hundred Seventy-Five Dollars (\$375.00) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Final License in accordance with Section 2.6 herein, Three Hundred Fifty Dollars (\$350.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions and in accordance with the timelines in Article 6 herein with the exception of those payments subject to late fees, One Hundred Seventy-Five Dollars (\$175.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and Exhibit 10 attached hereto, One Hundred Seventy-Five Dollars (\$175.00) per day that any such non-compliance continues.

(6) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3 - REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the

Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 - TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Town shall have all of the rights provided in the Renewal License.

Section 11.5 - NOTICE TO TOWN OF LEGAL ACTION

In the event that the Issuing Authority or its designee(s) or the Licensee intends to take legal action against the other party for any reason, the Issuing Authority or the Licensee shall first give the Town Counsel or the Licensee's counsel at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed.

Section 11.6 - NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7 - NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority, the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) A waiver of any right or remedy by the Issuing Authority or the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Issuing Authority at any other time. In order for any waiver of the Issuing Authority or the Town to be effective, it shall be in writing. The failure of the Issuing Authority, the Town or the Licensee to take any action in the event of any breach by the Issuing Authority, the Town or the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by the

Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Issuing Authority, the Town or the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS & CONSUMER PROTECTION

Section 12.1 - CUSTOMER SERVICE OFFICE

For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff a full-time customer service office, open Monday through Friday, within a radius of ten (10) miles from the corporate limits of the Town, for the purpose of, among other things, receiving customer inquiries and Complaints, made in person, including without limitation, those regarding billing, Service, installation, equipment malfunctions; and answering general inquiries.

Section 12.2 - TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives in its main customer service call center in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 10**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined therein, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) Pursuant to 47 C.F.R. §76.309(c)(1)(B)(iv), under normal operating conditions, a Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis.

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the reports, subject to Section 13.4 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 12.3 - CUSTOMER SERVICE CALL CENTER

(a) The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

(b) In the event that the Licensee does not maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, the Licensee

shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. The Licensee shall log all such after-hours calls. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Chelmsford residents who request Service within seven (7) days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting.

(b) In arranging appointments for either installation visits or service calls, the Licensee shall specify to the resident or Subscriber in advance whether said installation visit or service call will occur in the morning afternoon, or, if applicable, evening. The Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays). The Licensee shall give priority for next day or the next available time installation or service appointments to Subscribers who cannot be scheduled within the aforementioned time periods. Failure to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by said Subscriber and the Licensee.

(c) The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 5:00 p.m., and from 5:00 p.m. to 7:00 PM for service calls only, daylight and weather permitting, Monday through Friday and from 9:00 AM to 1:00 PM on Saturday.

(d) A Subscriber Complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above shall be acted upon the next business day. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(e) The Licensee shall ensure that there is stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an outage as described below in 12.4 (f) below.

(f) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(g) The Licensee shall remove all Subscriber Drop Cables, within fifteen (15) days of

receiving a request from a Subscriber to do so.

Section 12.5 - FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76, which standards are attached hereto, and made a part hereof, as **Exhibit 10**.

Section 12.6 - BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 9** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.7 - COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:

(c) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal

License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Chelmsford with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.

(d) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8 - REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the Converter(s) provided by the Licensee for the Chelmsford Cable System. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9 - EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11 - PRIVACY WRITTEN NOTICE

Pursuant to Section 631(a)(1) of the Cable Act, at the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually

thereafter to all Cable System Subscribers, the Licensee shall provide a written notice to all Subscribers that clearly and conspicuously informs Subscribers of the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12 - MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13 - DISTRIBUTION OF SUBSCRIBER INFORMATION

(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber, and/or made pursuant to a court order authorizing such disclosure;

(ii) A disclosure of the names and addresses of Subscribers to any Cable Service or other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.14 - INFORMATION WITH RESPECT TO VIEWING HABITS & DESCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.15 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall promptly make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.16 - PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review the Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS & PERFORMANCE TESTS

Section 13.1 - GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or Affiliated Person(s), with respect to the Cable System, in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest. In the event of a disagreement, the parties shall submit the matter to the appropriate appellate entity.

Section 13.2 - FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized financial representative of the Licensee. Said forms shall contain such financial information as required by applicable law in accordance with the regulations of the Cable Division.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3 - CABLE SYSTEM INFORMATION

Upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles completed. The Licensee may submit such information subject to Section 13.1(b) above, and it shall be considered proprietary.

Section 13.4 - IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide, upon request, on a quarterly basis, a report of telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include, at a minimum, the following information: (1) the reporting period covered; (2) the number of the Licensee's communities and subscribers covered by the report; (3) the number of hours reported for the reporting period for telephone answering; (4) the

average speed of answer; (5) the number of calls handled, handled on a daily basis (6) the percentage of calls handled within thirty (30) seconds of the time that a connection is made; and (7) the percentage of time that Subscribers receive a busy signal.

Section 13.5 - SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 11**, to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6 - INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.14(a) supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7 - SEMI-ANNUAL PERFORMANCE TESTS

(a) As required by applicable State or federal law and/or regulation, the Licensee shall conduct, on a semi-annual basis, performance tests to ensure compliance with the technical specifications in Section 3.5 supra and **Exhibit 2** attached hereto, including, without limitation:

- (i) Signal level of video carrier of each activated channel;
- (ii) System carrier to noise level(s) measured at a low and high VHF;
- (iii) System hum modulation measured at any one frequency.
- (iv) The costs of such tests shall be borne exclusively by the Licensee.

(b) Upon the written request of the Issuing Authority, data from the above tests shall be submitted to the Issuing Authority and/or its designee on a semi-annual basis within ten (10) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.5; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement of what corrective action is to be taken.

Section 13.8 - QUALITY OF SERVICE

Where there exists evidence that, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s) on the Subscriber Network, the Issuing Authority shall have the right and authority to require the Licensee

to test, analyze and report on the performance of the Cable System. The Issuing Authority shall cite facts upon which such doubts are based, in a written notice to the Licensee. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

Section 13.9 - DUAL FILINGS

In accordance with applicable law, upon the Issuing Authority's written request, the Licensee shall make available to the Town, at the Licensee's expense, copies of any petitions or written communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra.

Section 13.10 - ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11 - INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14 EMPLOYMENT

Section 14.1 - EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with all federal, State and/or local laws and regulations with respect to Equal Employment Opportunities.

Section 14.2 - NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15 MISCELLANEOUS PROVISIONS

Section 15.1 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2 - CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3 - SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4 - ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 - RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6 - WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Execution Date of the Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There is no action or proceedings pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License;

(v) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7 - FORCE MAJEURE

If by reason of Force Majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee or the Town.

Section 15.8 - REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber at the time of initial sales presentation (with an acknowledgment by the Subscriber of receipt such offer being indicated by initialing the sales agreement), and maintain, an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 - SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10 - APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11 - NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Board of Selectmen, Town of Chelmsford, Town Hall, 50 Billerica Road, Chelmsford, Massachusetts 01824, with one (1) copy to the Town Counsel, and one (1) copy to the Cable Advisory Committee at the Chelmsford Town Hall, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to Vice-President of Government Relations, Comcast, 676 Island Pond Road, Manchester, New Hampshire 03109, with one (1) copy to Comcast Cable Communications, Inc., Government Affairs, 1500 Market Street, Philadelphia, PA 19102, or such other address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or this Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Chelmsford newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12 - NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse whatsoever against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, advisors, designees, agents, and/or its employees other than injunctive relief or declaratory relief, arising out of any provision or requirements of the Renewal License or because of enforcement of the Renewal License.

Section 15.13 - TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, the Town's right to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License. The Licensee reserves the right to contest such intervention in accordance with applicable law(s).

Section 15.14 - TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the execution of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBIT 1
INSTITUTIONAL NETWORK BUILDINGS

- (1) Chelmsford High School
- (2) Harrington School
- (3) Highway Department
- (4) North Chelmsford Fire Station
- (5) McCabe Library
- (6) Elderly Housing: North Chelmsford
- (7) McCarthy Junior High School
- (8) Police Station
- (9) West Chelmsford Fire Station
- (10) Westland School
- (11) Central Fire Station
- (12) Old Town Hall
- (13) Central Library
- (14) Main Town Hall
- (15) Center School
- (16) East Chelmsford Fire Station
- (17) South Chelmsford Fire Station
- (18) Byam School
- (19) South Row School
- (20) Parker School
- (21) School Administration Building

EXHIBIT 2

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

- (a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:
- (1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and
- (ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.
- (2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.
- (3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)
- (4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:
- (i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
- (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and
- (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.
- (5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms

voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage limit	Distance in
-------------	----------------------------	-------------

	(micro-volt/ meter)	meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 3 EMERGENCY ALERT OVERRIDE SPECIFICATIONS

Licensee will comply with all federal regulations related to Emergency Alert Systems (specifically 47 CFR 11), as may be amended. For purposes of this Exhibit we have referenced only the Equipment Requirements contained in Subpart B of 47 CFR 11.

[Revised as of October 1, 2005]

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 11_EMERGENCY ALERT SYSTEM (EAS)
Subpart B_Equipment Requirements

Sec. 11.31 EAS protocol.

(a) The EAS uses a four part message for an emergency activation of the EAS. The four parts are: Preamble and EAS Header Codes; audio Attention Signal; message; and, Preamble and EAS End Of Message (EOM) Codes.

(1) The Preamble and EAS Codes must use Audio Frequency Shift Keying at a rate of 520.83 bits per second to transmit the codes. Mark frequency is 2083.3 Hz and space frequency is 1562.5 Hz. Mark and space time must be 1.92 milliseconds. Characters are ASCII seven bit characters as defined in ANSI X3.4-1977 ending with an eighth null bit (either 0 or 1) to constitute a full eight-bit byte.

(2) The Attention Signal must be made up of the fundamental frequencies of 853 and 960 Hz. The two tones must be transmitted simultaneously. The Attention Signal must be transmitted after the EAS header codes.

(3) The message may be audio, video or text.

(b) The ASCII dash and plus symbols are required and may not be used for any other purpose. FM or TV call signs must use a slash ASCII character number 47 (/) in lieu of a dash.

(c) The EAS protocol, including any codes, must not be amended, extended or abridged without FCC authorization. The EAS protocol and message format are specified in the following representation.

Examples are provided in FCC Public Notices.

[PREAMBLE]ZCZC-ORG-EEE-PSSCCC+TTTT-JJHHMM-LLLLLLLL-(one second pause)

[PREAMBLE]ZCZC-ORG-EEE-PSSCCC+TTTT-JJHHMM-LLLLLLLL-(one second pause)

[PREAMBLE]ZCZC-ORG-EEE-PSSCCC+TTTT-JJHHMM-LLLLLLLL-(at least a one second pause)

(transmission of 8 to 25 seconds of Attention Signal)

(transmission of audio, video or text messages)

(at least a one second pause)

[PREAMBLE]NNNN (one second pause)

[PREAMBLE]NNNN (one second pause)

[PREAMBLE]NNNN (at least one second pause)

[PREAMBLE] This is a consecutive string of bits (sixteen bytes of AB hexadecimal [8 bit byte 10101011]) sent to clear the system, set AGC and set asynchronous decoder clocking cycles. The preamble must be transmitted before each header and End Of Message code.

ZCZC--This is the identifier, sent as ASCII characters ZCZC to indicate the start of ASCII code.

ORG--This is the Originator code and indicates who originally initiated the activation of the EAS. These codes are specified in paragraph (d) of this section.

EEE--This is the Event code and indicates the nature of the EAS activation. The codes are specified in paragraph (e) of this section.

The Event codes must be compatible with the codes used by the NWS Weather Radio Specific Area Message Encoder (WRSAME).

PSSCCC--This the Location code and indicates the geographic area affected by the EAS alert. There may be 31 Location codes in an EAS alert. The Location code uses the Federal Information Processing

Standard (FIPS) numbers as described by the U.S. Department of Commerce in National Institute of Standards and Technology publication FIPS PUB 6-4. Each state is assigned an SS number as specified in paragraph (f) of this section. Each county and some cities are assigned a CCC number. A CCC number of 000 refers to an entire State or Territory. P defines county subdivisions as follows: 0 = all or an unspecified portion of a county, 1 = Northwest, 2 = North, 3 = Northeast, 4 = West, 5 = Central, 6 = East, 7 = Southwest, 8 = South, 9 = Southeast. Other numbers may be designated later for special applications. The use of county subdivisions will probably be rare and generally for oddly shaped or unusually large counties. Any subdivisions must be defined and agreed to by the local officials prior to use.

+TTTT--This indicates the valid time period of a message in 15 minute segments up to one hour and then in 30 minute segments beyond one hour; i.e., +0015, +0030, +0045, +0100, +0430 and +0600.

JJJHHMM--This is the day in Julian Calendar days (JJJ) of the year and the time in hours and minutes (HHMM) when the message was initially released by the originator using 24 hour Universal Coordinated Time (UTC).

LLLLLLLL--This is the identification of the broadcast station, cable system, BRS/EBS station, NWS office, etc., transmitting or retransmitting the message. These codes will be automatically affixed to all outgoing messages by the EAS encoder.

NNNN--This is the End of Message (EOM) code sent as a string of four ASCII N characters.

(d) The only originator codes are:

Originator	ORG Code
Broadcast station or cable system.....	EAS
Civil authorities.....	CIV
National Weather Service.....	WXR
Primary Entry Point System.....	PEP

(e) The following Event (EEE) codes are presently authorized:

Nature of Activation	Event Codes
National Codes (Required):	
Emergency Action Notification (National only).	EAN
Emergency Action Termination (National only)..	EAT
National Information Center.....	NIC
National Periodic Test.....	NPT
Required Monthly Test.....	RMT
Required Weekly Test.....	RWT

State and Local Codes (Optional):

Administrative Message.....	ADR
Avalanche Warning.....	AVW\1\
Avalanche Watch.....	AVA\1\
Blizzard Warning.....	BZW
Child Abduction Emergency.....	CAE\1\
Civil Danger Warning.....	CDW\1\
Civil Emergency Message.....	CEM
Coastal Flood Warning.....	CFW\1\
Coastal Flood Watch.....	CFA\1\
Dust Storm Warning.....	DSW\1\
Earthquake Warning.....	EQW\1\
Evacuation Immediate.....	EVI
Fire Warning.....	FRW\1\

Flash Flood Warning.....	FFW
Flash Flood Watch.....	FFA
Flash Flood Statement.....	FFS
Flood Warning.....	FLW
Flood Watch.....	FLA
Flood Statement.....	FLS
Hazardous Materials Warning.....	HMW\1\
High Wind Warning.....	HWW
High Wind Watch.....	HWA
Hurricane Warning.....	HUW
Hurricane Watch.....	HUA
Hurricane Statement.....	HLS
Law Enforcement Warning.....	LEW\1\
Local Area Emergency.....	LAE\1\
Network Message Notification.....	NMN\1\
911 Telephone Outage Emergency.....	TOE\1\
Nuclear Power Plant Warning.....	NUW\1\
Practice/Demo Warning.....	DMO
Radiological Hazard Warning.....	RHW\1\
Severe Thunderstorm Warning.....	SVR
Severe Thunderstorm Watch.....	SVA
Severe Weather Statement.....	SVS
Shelter in Place Warning.....	SPW\1\
Special Marine Warning.....	SMW\1\
Special Weather Statement.....	SPS
Tornado Warning.....	TOR
Tornado Watch.....	TOA
Tropical Storm Warning.....	TRW\1\
Tropical Storm Watch.....	TRA\1\
Tsunami Warning.....	TSW
Tsunami Watch.....	TSA
Volcano Warning.....	VOW\1\
Winter Storm Warning.....	WSW
Winter Storm Watch.....	WSA

\1\ Effective May 16, 2002, broadcast stations, cable systems and wireless cable systems may upgrade their existing EAS equipment to add these event codes on a voluntary basis until the equipment is replaced. All models of EAS equipment manufactured after August 1, 2003 must be capable of receiving and transmitting these event codes. Broadcast stations, cable systems and wireless cable systems which replace their EAS equipment after February 1, 2004 must install equipment that is capable of receiving and transmitting these event codes.

(f) The State, Territory and Offshore (Marine Area) FIPS number codes (SS) are as follows. County FIPS numbers (CCC) are contained in the State EAS Mapbook.

FIPS	

State:	
AL.....	01
AK.....	02
AZ.....	04
AR.....	05
CA.....	06
CO.....	08
CT.....	09
DE.....	10
DC.....	11
FL.....	12
GA.....	13

HI.....	15
ID.....	16
IL.....	17
IN.....	18
IA.....	19
KS.....	20
KY.....	21
LA.....	22
ME.....	23
MD.....	24
MA.....	25
MI.....	26
MN.....	27
MS.....	28
MO.....	29
MT.....	30
NE.....	31
NV.....	32
NH.....	33
NJ.....	34
NM.....	35
NY.....	36
NC.....	37
ND.....	38
OH.....	39
OK.....	40
OR.....	41
PA.....	42
RI.....	44
SC.....	45
SD.....	46
TN.....	47
TX.....	48
UT.....	49
VT.....	50
VA.....	51
WA.....	53
WV.....	54
WI.....	55
WY.....	56
Terr.:	
AS.....	60
FM.....	64
GU.....	66
MH.....	68
MH.....	68
PR.....	72
PW.....	70
UM.....	74
VI.....	78
Offshore (Marine Areas) \1\:	
Eastern North Pacific Ocean, and along U.S. West Coast from Canadian border to Mexican border.....	57
North Pacific Ocean near Alaska, and along Alaska coastline, including the Bering Sea and the Gulf of Alaska.....	58
Central Pacific Ocean, including Hawaiian waters.....	59
South Central Pacific Ocean, including American Samoa waters.....	61
Western Pacific Ocean, including Mariana Island waters.	65

Western North Atlantic Ocean, and along U.S. East Coast, from Canadian border south to Currituck Beach Light, N.C.....	73
Western North Atlantic Ocean, and along U.S. East Coast, south of Currituck Beach Light, N.C., following the coastline into Gulf of Mexico to Bonita Beach, FL., including the Caribbean.....	75
Gulf of Mexico, and along the U.S. Gulf Coast from the Mexican border to Bonita Beach, FL.....	77
Lake Superior.....	91
Lake Michigan.....	92
Lake Huron.....	93
Lake St. Clair.....	94
Lake Erie.....	96
Lake Ontario.....	97
St. Lawrence River above St. Regis.....	98

\1\ Effective May 16, 2002, broadcast stations, cable systems and wireless cable systems may upgrade their existing EAS equipment to add these marine area location codes on a voluntary basis until the equipment is replaced. All models of EAS equipment manufactured after August 1, 2003, must be capable of receiving and transmitting these marine area location codes. Broadcast stations, cable systems and wireless cable systems which replace their EAS equipment after February 1, 2004, must install equipment that is capable of receiving and transmitting these location codes.

[59 FR 67092, Dec. 28, 1994, as amended at 60 FR 55999, Nov. 6, 1995; 61 FR 54952, Oct. 23, 1996; 63 FR 29663, June 1, 1998; 67 FR 18508, Apr. 16, 2002; 67 FR 77174, Dec. 17, 2002; 69 FR 72031, Dec. 10, 2004]

Sec. 11.32 EAS Encoder.

(a) EAS Encoders must at a minimum be capable of encoding the EAS protocol described in Sec. 11.31 and providing the EAS code transmission requirements described in Sec. 11.51. EAS encoders must additionally provide the following minimum specifications:

(1) *Encoder programming.* Access to encoder programming shall be protected by a lock or other security measures and be configured so that authorized personnel can readily select and program the EAS Encoder with Originator, Event and Location codes for either manual or automatic operation.

(2) *Inputs.* The encoder shall have two inputs, one for audio messages and one for data messages (RS-232C with standard protocol and 1200 baud rate).

(3) *Outputs.* The encoder shall have two outputs, one audio port and one data port (RS-232C with standard protocol and 1200 baud rate).

(4) *Calibration.* EAS Encoders must provide a means to comply with the modulation levels required in Sec. 11.51(f).

(5) *Day-Hour-Minute and Identification Stamps.* The encoder shall affix the JJJHHMM and LLLLLLLL codes automatically to all initial messages.

(6) *Program Data Retention.* Program data and codes shall be retained even with the power removed.

(7) *Indicator.* An aural or visible means that it activated when the Preamble is sent and deactivated at the End of Message code.

(8) *Spurious Response.* All frequency components outside 200 to 4000 Hz shall be attenuated by 40 dB or more with respect to the output levels of the mark or space frequencies.

(9) *Attention Signal generator.* The encoder must provide an attention signal that complies with the following:

(i) *Tone Frequencies.* The audio tones shall have fundamental frequencies of 853 and 960 Hz and not vary over 0.5 Hz.

(ii) *Harmonic Distortion.* The total harmonic distortion of each of the audio tones may not exceed 5% at the encoder output terminals.

(iii) *Minimum Level of Output.* The encoder shall have an output level capability of at least +8 dBm into a 600 Ohm load impedance at each audio tone. A means shall be provided to permit individual activation of the two tones for calibration of associated systems.

(iv) *Time Period for Transmission of Tones.* The encoder shall have timing circuitry that automatically generates the two tones simultaneously for a time period of not less than 8 nor longer than 25 seconds. NOTE: Prior to July 1, 1995, the Attention Signal must be at least 20 and not more than 25 seconds.

(v) *Inadvertent activation.* The switch used for initiating the automatic generation of the simultaneous tones shall be protected to prevent accidental operation.

(vi) *Indicator Display.* The encoder shall be provided with a visual and/or aural indicator which clearly shows that the Attention Signal is activated.

(b) *Operating Temperature and Humidity.* Encoders shall have the ability to operate with the above specifications within an ambient temperature range of 0 to +50 degrees C and a range of relative humidity of up to 95%.

(c) *Primary Supply Voltage Variation.* Encoders shall be capable of complying with the requirements of this section during a variation in primary supply voltage of 85 percent to 115 percent of its rated value.

(d) *Testing Encoder Units.* Encoders not covered by Sec. 11.34(e) of this part shall be tested in a 10 V/m minimum RF field at an AM broadcast frequency and a 0.5 V/m minimum RF field at an FM or TV broadcast frequency to simulate actual working conditions.

Sec. 11.33 EAS Decoder.

(a) An EAS Decoder must at a minimum be capable of decoding the EAS protocol described in Sec. 11.31, provide the EAS monitoring functions described in Sec. 11.52, and the following minimum specifications:

(1) Inputs. Decoders must have the capability to receive at least 2 audio inputs from EAS monitoring assignments, and one data input (RS-232C with standard protocol and 1200 baud rate). The data input may be used to monitor other communications modes such as Radio Broadcast Data System (RBDS), NWR, satellite, public switched telephone network, or any other source that uses the EAS protocol.

(2) Valid codes. There must be a means to determine if valid EAS header codes are received and to determine if preselected header codes are received.

(3) Storage. Decoders must provide the means to:

(i) Record and store, either internally or externally, at least two minutes of audio or text messages. A decoder manufactured without an internal means to record and store audio or text must be equipped with a means (such as an audio or digital jack connection) to couple to an external recording and storing device.

(ii) Store at least ten preselected event and originator header codes, in addition to the seven mandatory event/originator codes for tests and national activations, and store any preselected location codes for comparison with incoming header codes. A non-preselected header code that is manually transmitted must be stored for comparison with later incoming header codes. The header codes of the last ten received valid messages which still have valid time periods must be stored for comparison with the incoming valid header codes for later messages. These last received header codes will be deleted from storage as their valid time periods expire.

(4) Display and logging. A visual message shall be developed from any valid header codes for tests and national activations and any preselected header codes received. The message shall include the Originator, Event, Location, the valid time period of the message and the local time the message was transmitted. The message shall be in the primary language of the broadcast station or cable system and be fully displayed on the decoder and readable in normal light and darkness. All existing and new models of EAS decoders manufactured after August 1, 2003 must provide a means to permit the selective display and logging of EAS messages containing header codes for state and local EAS events. Effective May 16, 2002, broadcast stations, cable systems and wireless cable systems may upgrade their decoders on an optional basis to include a selective display and logging capability for EAS messages containing header codes for state and local events. Broadcast stations, cable systems and wireless cable systems which replace their decoders after February 1, 2004 must install decoders that provide a means to permit the selective display and logging of EAS messages containing header codes for state and local EAS events.

(5) Indicators. EAS decoders must have a distinct and separate aural or visible means to indicate when any of the following conditions occurs:

(i) Any valid EAS header codes are received as specified in Sec. 11.33(a)(10).

(ii) Preprogrammed header codes, such as those selected in accordance with Sec. 11.52(d)(2) are received.

(iii) A signal is present at each audio input that is specified in Sec. 11.33(a)(1).

(6) Program Data Retention. The program data must be retained even with power removed.

(7) Outputs. Decoders shall have the following outputs: a data port or ports (RS-232C with standard protocol and 1200 baud rate) where received valid EAS header codes and received preselected header codes are available; one audio port that is capable of monitoring each decoder audio input; and, an internal speaker to enable personnel to hear audio from each input.

(8) Decoder Programming. Access to decoder programming shall be protected by a lock or other security measures and be configured so that authorized personnel can readily select and program the EAS Decoder with preselected Originator, Event and Location codes for either manual or automatic operation.

(9) Reset. There shall be a method to automatically or manually reset the decoder to the normal monitoring condition. Operators shall be able to select a time interval, not less than two minutes, in which the decoder would automatically reset if it received an EAS header code but not an end-of-message (EOM) code. Messages received with the EAN Event codes shall disable the reset function so that lengthy audio messages can be handled. The last message received with valid header codes shall be displayed as required by paragraph (a)(4) of this section before the decoder is reset.

(10) Message Validity. An EAS Decoder must provide error detection and validation of the header codes of each message to ascertain if the message is valid. Header code comparisons may be accomplished through the use of a bit-by-bit compare or any other error detection and validation protocol. A header code must only be considered valid when two of the three headers match exactly. Duplicate messages must not be relayed automatically.

(11) A header code with the EAN Event code specified in Sec. 11.31(c) that is received through any of the audio inputs must override all other messages.

(b) Attention Signal. EAS Decoders at broadcast stations shall have detection and activation circuitry that will demute a receiver upon detection of the two audio tones of 853 Hz and 960 Hz. To prevent false responses, decoders designed to use the two tones for broadcast receiver demuting shall comply with the following:

(1) Time Delay. A minimum time delay of 8 but not more than 16 seconds of tone reception shall be incorporated into the demuting or activation process to insure that the tones will be audible for a period of at least 4 seconds. After July 1, 1995, the time delay shall be 3-4 seconds.

(2) Operation Bandwidth. The decoder circuitry shall not respond to tones which vary more than <PLUS-MINUS 5 Hz from each of the frequencies, 853 Hz and 960 Hz.

(3) Reset Ability. The decoder shall have a means to manually or automatically reset the associated broadcast receiver to a muted state.

(c) Decoders shall be capable of operation within the tolerances specified in this section as well as those in Sec. 11.32 (b), (c) and (d).

[59 FR 67092, Dec. 28, 1994, as amended at 60 FR 55999, Nov. 6, 1995; 67 FR 18510, Apr. 16, 2002]

Sec. 11.34 Acceptability of the equipment.

(a) An EAS Encoder used for generating the EAS codes and the Attention Signal must be Certified in accordance with the procedures in part 2, subpart J, of this chapter. The data and information submitted must show the capability of the equipment to meet the requirements of this part as well as the requirements contained in part 15 of this chapter for digital devices.

(b) Decoders used for the detection of the EAS codes and receiving the Attention Signal must be Certified in accordance with the procedures in part 2, subpart J, of this chapter. The data and information submitted must show the capability of the equipment to meet the requirements of this part as well as the requirements contained in part 15 of this chapter for digital devices.

(c) The functions of the EAS decoder, Attention Signal generator and receiver, and the EAS encoder specified in Sec. Sec. 11.31, 11.32 and 11.33 may be combined and Certified as a single unit provided that the unit complies with all specifications in this rule section.

(d) Manufacturers must include instructions and information on how to install, operate and program an EAS Encoder, EAS Decoder, or combined unit and a list of all State and county FIPS numbers with each unit sold or marketed in the U.S.

(e) Waiver requests of the Certification requirements for EAS Encoders or EAS Decoders which are constructed for use at a broadcast station or subject cable system, but are not offered for sale will be considered on an individual basis in accordance with part 1, subpart G, of this chapter.

(f) Modifications to existing authorized EAS decoders, encoders or combined units necessary to implement the new EAS codes specified in Sec. 11.31 and to implement the selective displaying and

logging feature specified in Sec. 11.33(a)(4) will be considered Class I permissive changes that do not require a new application for and grant of equipment certification under part 2, subpart J of this chapter.

(g) All existing and new models of EAS encoders, decoders and combined units manufactured after August 1, 2003 must be capable of generating and detecting the new EAS codes specified in Sec. 11.31 in order to be certified under part 2, subpart J of this chapter. All existing and new models of EAS decoders and combined units manufactured after August 1, 2003 must have the selective displaying and logging capability specified in Sec. 11.33(a)(4) in order to be certified under part 2, subpart J of this chapter.

[59 FR 67092, Dec. 28, 1994, as amended at 60 FR 56000, Nov. 6, 1995; 67 FR 18510, Apr. 16, 2002]

Sec. 11.35 Equipment operational readiness.

(a) Broadcast stations and cable systems and wireless cable systems are responsible for ensuring that EAS Encoders, EAS Decoders and Attention Signal generating and receiving equipment used as part of the EAS are installed so that the monitoring and transmitting functions are available during the times the stations and systems are in operation. Additionally, broadcast stations and cable systems and wireless cable systems must determine the cause of any failure to receive the required tests or activations specified in Sec. 11.61(a)(1) and (a)(2). Appropriate entries must be made in the broadcast station log as specified in Sec. Sec. 73.1820 and 73.1840 of this chapter, cable system record as specified in Sec. Sec. 76.1700, 76.1708, and 76.1711 of this chapter, BRS station records, indicating reasons why any tests were not received.

(b) If the EAS Encoder or EAS Decoder becomes defective, the broadcast station, cable system or wireless cable system may operate without the defective equipment pending its repair or replacement for 60 days without further FCC authority. Entries shall be made in the broadcast station log, cable system or wireless cable system station records showing the date and time the equipment was removed and restored to service. For personnel training purposes, the required monthly test script must still be transmitted even though the equipment for generating the EAS message codes, Attention Signal and EOM code is not functioning.

(c) If repair or replacement of defective equipment is not completed within 60 days, an informal request shall be submitted to the District Director of the FCC field office serving the area in which the broadcast station, cable system or wireless cable system is located for additional time to repair the defective equipment. This request must explain what steps have been taken to repair or replace the defective equipment, the alternative procedures being used while the defective equipment is out of service, and when the defective equipment will be repaired or replaced.

[63 FR 29664, June 1, 1998, as amended at 65 FR 53614, Sept. 5, 2000; 69 FR 72031, Dec. 10, 2004]

EXHIBIT 4 PROGRAMMING AND SIGNAL CARRIAGE

It is the Licensee's intention to have the following channel line-up on the Execution Date of this Renewal License, subject to applicable law and the Licensee's editorial discretion.

Basic & Expanded Basic Channel Line-up*

Chelmsford & Tewksbury 02/06

1 WGBH-2 (PBS) / HD ch. 30.1†	23 WYUN-40 (Digital)
2 CNN	24 Disney Channel
3 WBZ-4 (CBS) / HD ch. 30.1†	25 Nickelodeon
4 WGBH-8 (PBS) / HD ch. 30.1†	26 ABC Family Channel
5 New England Cable News	27 Food Network
6 WYUN-7 (PBS) / HD ch. 30.1†	28 MTV
7 Access Channel**	29 NFL
8 WYUN-8 (PBS) / HD ch. 30.1†	30 G
9 Government Access	31 TBS
10 WGBH-11 (PBS)	32 Home & Garden TV
11 WYUN-26 (WB) / HD ch. 30.1†	33 TNT
12 WYUN-25 (FOX) / HD ch. 30.1†	34 E! Entertainment
13 WYUN-38 (WB) / HD ch. 30.1†	35 USA Network
14 WYUN-68 (PBS)	36 Lifetime
15 WYUN-44 (PBS)	37 A&E
16 WYUN-27 (USA)	38 The Learning Channel
17 WYUN-50 (ABC)	39 Discovery Channel
18 WYUN-60 (Telemond)	40 Court TV
19 WYUN-62 (ABC)	41 Fox News
20 WYUN-64 (Nickelodeon)	42 CNN
21 Educational Access	43 CNN Headline News

44 C-SPAN	64 Outdoor Life Network
45 C-SPAN2	65 National Channel
46 CNBC	66 CNN
47 The Weather Channel	67 ESPN Classic
48 ESPN Classic	68 The Golf Channel
49 ESPN	69 ESPN
50 ESPN2	70 ESPN2
51 ESPN	71 CNN
52 Fox Sports Net	72 WYUN-40 (Sharp HD)
53 MSNBC	
54 Travel Channel	
55 Spike TV	
56 SCTV/MENTAL/NSP	
57 Bravo	
58 History Channel	
59 AMC	
60 Cartoon Network	
61 Comedy Central	
62 Sci-Fi Channel	
63 Animal Planet	
64 TV Land	

* Now available in all digital format.
Digital capable equipment is required.
Channels subject to availability.
Chelmsford Only
† HD capable equipment is required.
‡ Minimum service level of Standard Cable required to receive this channel.

- ☐ Basic Service
- ☐ Expanded Basic Service
- ☒ Premium

256 WGBH World
312 "GEM 100"
322 WGBH Create
Additional Channels
200 MovieFlix
Additional Digital Channel Selection
701 TV Club

SA052341

* Now available in all digital format.
Digital capable equipment is required.
Channels subject to availability.
** Chelmsford Only
† HD capable equipment is required.
‡ Minimum service level of Standard Cable required to receive this channel.

☐ Basic Service
☐ Expanded Basic Service
☐ Premium

SA052341

EXHIBIT 5
FREE DROPS & SERVICE TO PUBLIC NON-SCHOOL BUILDINGS

Municipal Buildings:

Center Fire Station
South Chelmsford Fire House
East Chelmsford Fire House
North Chelmsford Fire House
Fire House
Police Station
McKay Library
Adams Library
Senior Center
Old Town Hall
Highway Department
Chelmsford Country Club
Town Hall

7C North Road
295 Acton Road
115 Riverneck Road
35 Princeton Street
260 Old Westford Road
2 Olde North Road
43 Newfield Street
25 Boston Road
75 Groton Road
1 North Road
54 Richardson Road
66 Park Road
50 Billerica Road

EXHIBIT 6
FREE DROPS, OUTLETS & SERVICE TO SCHOOLS

Public School Buildings:

Byam School
McCarthy Middle School
Murdoch Middle Charter School
Parker School
South Row School
Westland School
Center School
Harrington School
School Administration

25 Maple Road
250 North Road
40 Brick Kiln Road
75 Graniteville Road
250 Boston Road
170 Dalton Road
84 Billerica Road
120 Richardson Road
230 North Road

EXHIBIT 7
GROSS ANNUAL REVENUES REPORTING FORM

COMCAST
NEW ENGLAND REGION

TOWN OF CHELMSFORD, MA

Period: [enter period of which payment is based]

Totals By Service:

Basic Service Revenue

Pay Service Revenue²

Other Unregulated Revenue³

Digital Revenue

Subtotal:

Totals

\$ [enter amount]

\$ [enter amount]

\$ [enter amount]

\$ [enter amount]

\$ [enter subtotal]

Totals By Non Service:

Home Shopping Revenue

Advertising Revenue

Leased Access Revenue

Franchise Fees

Less Bad Debt Expense /Add Bad Debt Recovery

Subtotal:

\$ [enter amount]

\$ [enter amount]

\$ [enter amount]

\$ [enter amount]

\$ [enter amount]

\$ [enter subtotal]

Total Gross Annual Revenues¹

\$ [enter total]

PEG Access Fee (4.25%)

License Fee (.25%)

Fee on Fee (%)

\$ [enter % of total]

\$ [enter % of total]

\$ [enter % of %]

PEG Access Fee Due

License Fee Due

\$ [enter total due]

\$ [enter total due]

- 1- Revenues reported on this form shall comply with the definition of Gross Annual Revenues as it is included in Section 1.1(23) herein.
- 2 - Pay Service includes all Pay Channels, Pay-Per-View Movie/Event revenue and other Cable Service Revenue pursuant to the definition of Gross Annual Revenues in Article 1.1 herein.
- 3- Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments, charges and fees.

Authorized Comcast Representative:

Date: _____

EXHIBIT 8 ORINATION SITES

Public School Buildings:

Byam School
McCarthy Middle School
Murdoch Middle Charter School
Parker School
South Row School
Westland School
Center School
Harrington School
School Administration

25 Maple Road
250 North Road
40 Brick Kiln Road
75 Graniteville Road
250 Boston Road
170 Dalton Road
84 Billerica Road
120 Richardson Road
230 North Road

Municipal Buildings:

Center Fire Station
South Chelmsford Fire House
East Chelmsford Fire House
North Chelmsford Fire House
Fire House
Police Station
McKay Library
Adams Library
Senior Center
Old Town Hall
Highway Department
Chelmsford Country Club
Town Hall

7C North Road
295 Acton Road
115 Riverneck Road
35 Princeton Street
260 Old Westford Road
2 Olde North Road
43 Newfield Street
25 Boston Road
75 Groton Road
1 North Road
54 Richardson Road
66 Park Road
50 Billerica Road

EXHIBIT 9

BILLING AND TERMINATION OF SERVICE 207 CMR 10.00

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.
- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result

- of establishment and termination of service;
- (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
- (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
- (e) the amount of the bill for the current billing period, separate from any prior balance due;
- (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request, that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments for periods greater than two months.
- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a

- downgrade of service, except that no such charge may be imposed when:
- (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 10 FCC CUSTOMER SERVICE OBLIGATIONS

PART 76--CABLE TELEVISION SERVICE Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal

business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 11
CABLE DIVISION FORM 500

(See Attached)

Form 500 Complaint Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

Manner of Resolution:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days
A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing					
Appointment/Service call					
Billing					
Customer Service					
Defective Notice					
Equipment					
Installation					
Reception					
Service Interruption					
Unable to Contact					
Failure to Respond to Original Complaint					
Other:					

Form 500 Service Interruption Data - Paper Filing

City/Town:

Filing Year:

Number of Subscribers:

Cable Company:

Address:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> >30 Days

Date Service Interruption Begin

Average Resolution Time: (see Code Key above)

Estimated # of Subscribers Affected

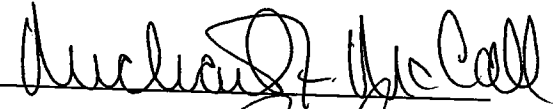
SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Chelmsford, Massachusetts, as Issuing Authority, this 10th day of April, 2006, and all terms and conditions are hereby agreed to by Comcast of Southern New England, Inc.


**The Chelmsford Board of Selectmen,
as Issuing Authority**


Chairperson










**Comcast of Southern New England,
Inc.**


By:
Kevin M. Casey, President
Northern Division